

Please check which type of Line Extension requested

- Water Line Extension (\$250.00 Fee)
- Sewer Line Extension (\$250.00 Fee)

APPLICATION – LINE EXTENSION

THE UNDERSIGNED APPLICANT submits herewith this Application seeking approval of the proposed line extension, drawings, specifications and materials list submitted herewith.

The complete legal name of the undersigned Applicant is _____
_____ and the Applicant is a _____
(specify individual, corporation, partnership, limited liability company, etc.).

The Applicant warrants and represents that the Applicant is the owner of the property over which the proposed line extension is proposed to be constructed or has all necessary easements and authorizations and authority required to submit this Application.

The Applicant acknowledges and agrees that this application is submitted pursuant to the Line Extension Policy (the “Policy”) of Rural Water, Sewer and Solid Waste Management District No. 20, Pittsburg County, Oklahoma (the “District”) a true and correct copy of which is attached hereto, marked exhibit “A” and made a part hereof by this reference. The Applicant acknowledges that it has reviewed said Policy and agrees to all provisions, terms and conditions thereof and agrees to be bound thereby.

The Applicant agrees that all notices, requests, approvals, consents, and other communications required or permitted hereunder or by the Policy shall be in writing and shall be personally delivered to the addressee as set forth below or sent to such addressee by (a) personal delivery or (b) first class U.S. mail, registered or certified, return receipt requested, postage pre-paid; or (c) U.S. express mail, Federal Express, UPS, or other, similar overnight courier service to the addresses of each party specified below the signature lines against a signed delivery receipt. Notices shall be deemed given: (a) if personally delivered, on the day personally delivered; or (b) if mailed, on the 2nd business day following deposit in the US mail; or (c) if sent via overnight delivery or courier, upon delivery against a signed delivery receipt. *Neither facsimile nor e-mail communication shall constitute Notice.* All notices shall be addressed as follows:

If to DISTRICT Rural Water, Sewer And Solid Waste Management District No. 20, Pittsburg Co.
 C/O OK WATER, LLC
 PO BOX 94460
 OKLAHOMA CITY, OK 73143

If to APPLICANT (Name of Applicant)
 Attn: its President or Chief Executive Officer

Submitted herewith are the proposed line extension, drawings, specifications, bill of materials and application fee. If the proposed line extension crosses any property not owned by the Applicant, appropriate right of way easements are also submitted herewith.

(Print Legal Name of Applicant)

Signature: _____

Name: _____

Title: _____

a duly authorized agent

State of Oklahoma

County of _____

Signed or attested before me on _____ by _____

(Notary Seal)

(Signature of notarial officer)

My commission expires: _____

My commission number: _____

APPLICATION AND APPLICATION FEE RECEIVED

(Date)

(Name of person receiving Application)

LINE EXTENSION ACCEPTED BY DISTRICT'S BOARD OF DIRECTORS

(Acceptance Date)

Chairman of the Board

Board Secretary

LINE EXTENSION POLICY

WHEREAS, Rural Water, Sewer and Solid Waste Management District No 20, Pittsburg County, Oklahoma (the “District”) is a duly organized statutory rural water and sewer district; and

WHEREAS, from time to time an owner of realty located within District’s service area but which is at that time not serviced by the District because of a lack of existing service lines to such owner’s property may desire to acquire water and/or sewer service for such owner’s property; and

WHEREAS, District desires to promote and provide water and/or sewer service through its service area where feasible in accordance with District’s *Bylaws*, and its rules and regulations as from time to time promulgated; and

WHEREAS, District desires to enact a comprehensive, uniform policy to deal with such development issues;

NOW, THEREFORE, be it resolved that District’s duly constituted Board of Directors does hereby adopt this *Line Extension Policy*.

Submission of Application and Drawings. When an owner of real property desiring to construct a line extension to obtain water and/or sewer service (the “Applicant”) desires a line extension, the Applicant shall submit to the District’s manager;

- 1) A form of application (the “Application”) in such form as manager may from time to time designate which shall set forth information as the District may require;
- 2) A satisfactory drawing of Applicant’s proposed line extension including such construction detail, specifications and bill of materials as District’s manager may require;
- 3) If the Applicant does not own all of the property the proposed line extension will cross, acceptable right of way easements in favor of the District duly executed and acknowledged by all owners of all such property in form and substance acceptable to District; and
- 4) The non-refundable application fee which may from time to time be established by the District. The application fee shall be \$250.00 until changed or modified by the District’s Board of Directors.

The Application shall have attached thereto a true and correct copy of this Policy. By submitting the Application, the Applicant shall be deemed to have read, approved and agreed to be bound by this Policy and each and every term, provision and condition hereof.

District’s Review. Upon receipt of Applicant’s Application, District’s Manager shall, at their discretion, submit same to the District’s engineers for review and approval (at Applicant’s sole cost and expense). Upon completion of the review, the Manger shall place the Application

on the agenda of the District's next regularly scheduled meeting of its Board of Directors and notify the Applicant of such setting. At such meeting the Manager shall (I) note to the Board the results of the review of the Application; and (ii) recommend to the Board whether the line extension Application should be; (I) approved as submitted by the Applicant; or (ii) rejected as submitted by the Applicant; or (iii) approved with modifications. Thereupon the Board shall either approve the Application as submitted or approve the Application with modifications or reject the Application. The applicant shall promptly be notified of the Board's action. (The subject of any approved Application may hereafter be referred to as the "Approved Line Extension.")

District's Discretion. The determinations whether; (I) any Application should be approved; and (ii) any proposed line extension is in fact an appropriate extension or modification of the District's then existing distribution system and (iii) whether the District's existing facilities and resources are adequate to support the proposed line extension; shall all be in the District's absolute, final and unappealable discretion.

Submission to Governmental Agencies. If the Application is approved (either as submitted or as modified) by the District's Board of Directors, it shall be promptly submitted by the Manager (as approved by the Board) for review (at Applicant's sole cost and expense) to all governmental or regulatory bodies or agencies as may be required by law. The Manager shall notify District's Board of Directors and the Applicant of the results of all such review.

System Installation. Only upon final approval of the Application and the Approved Line Extension by all governmental or regulatory bodies or agencies as may be required – including, but not limited to the Oklahoma Department of Health, the Oklahoma Department of Environmental Quality and the Board of County Commissioners of the county where the proposed extension is located – and upon issuance of any documentation of such approval as may be required by the District or its engineers and upon issuance of any permits as may be required by any applicable law, statute, ordinance, rule or regulation. Applicant shall promptly, at Applicant's sole cost and expense, do all things required (including, but not limited to, furnish all necessary management, supervision, labor, tools, supplies, equipment, layout, services, sundries, appurtenances, testing, rights of way and easements, surveys and any other act or thing required) to complete the line extension in strict conformity with the District's then existing Waterline Construction Specifications and/or Sewer Line Construction Specifications and the Application as approved by the District. The line extension shall be installed by a duly licensed and insured contractor approved by the District in a good and workmanlike manner and in accordance with established practice and standards recognized by engineers and the trade. District's manager and engineers shall be authorized to inspect all completed work (at applicant's sole cost and expense). Such inspections shall not in any manner relieve Applicant of any obligation to perform all of Applicant's work strictly in accordance with the Application as approved. District shall have the right to reject installation of workmanship which is non-conforming or is defective, or to require the correction thereof. Rejected installation or workmanship shall be satisfactorily corrected

without charge to District. If the Applicant fails or refuses to correct such rejected workmanship or installation, within such reasonable time as may from time to time be fixed by District's written notice, then, and in such event, District may remove same, and have such defective workmanship or installation corrected, all at the expense of the Applicant. In case any dispute arises between Applicant and District's manager and/or engineers as to the manner of performing the work, same shall be resolved in the sole discretion of District's manager, whose decision shall be final.

Notice to Inspect. Applicant shall timely provide District's manager reasonable and adequate advance notice before covering *any* installed portion of the Approved Line Extension whereupon said manager shall promptly, within a reasonable time, inspect such installation and notify Applicant of the results thereof.

Inspection Expenses. Applicant shall compensate District for all inspections completed by District's manager or its engineers at the rate of sixty cents (\$0.60) per linear foot.

Compliance with Laws. Applicant shall install and complete the extension in strict conformity with all applicable county, municipal, state and federal ordinances, statutes, regulations and requirements. Specifically, by way of illustration, but not limitation, Applicant's installation of the Approved Line Extension shall be subject to final approval by the Oklahoma State Department of Health and/or the Oklahoma Department of Environmental Quality.

Completion. When Applicant's installation of the Approved Line Extension is complete, Applicant shall so notify the District's Manager in writing who shall thereupon complete any final inspection. Upon (i) Manager's approval of the installation and (ii) all required approvals thereof by any governmental authorities or agencies having jurisdiction thereof, the Approved Line Extension shall be deemed completed and Manager shall promptly notify the Applicant in writing of the District's acceptance of the Approved Line Extension and of the District's acceptance date thereof (the "Acceptance Date"). *Until such time as District issues its notice of acceptance of the Project, no water may be sold or distributed through the Approved Line Extension nor will the District approve any water service application or Benefit Unit subscription. No sewer shall be discharged into the approved line extension or any other service connected unless approved by the District.*

Warranty. The Applicant warrants that the Approved Line Extension shall be installed free from material defects in workmanship and free from material discrepancies and deviations from the approved Application. The period of this express warranty shall be sixty (60) months from and after the Acceptance date. In the event of the existence of any such defects or deviations, Applicant shall promptly, upon District's written notice, take all such steps and actions as may be necessary to rectify same, and in the case of the failure or refusal of Applicant to do so, within a reasonable time, District may employ and pay such persons as may be necessary to amend and

make good such defects or deviations, and all expenses consequent or incidental thereto shall be the responsibility of Applicant.

Maintenance. Applicant shall maintain the Approved Line Extension, at Applicant's sole cost and expense, and at District's direction, for a period of twelve (12) months from and after the Acceptance Date.

Ownership. The Approved Line Extension, when completed and when accepted by District, shall, *by virtue of this Policy and the Applicant's submission of its Application, and without any further action by Applicant* (including, without limitation, the execution and delivery of any bill of sale or similar document) thereafter be deemed the property of District free and clear of any and all claims of whatsoever nature, whether of Applicant or those claiming by, through or under applicant, and Applicant shall indemnify District and hold it harmless of and from the claims of any third party claiming or to claim by, through or under Applicant. The Applicant will further, at District's request, convey and assign to the District unencumbered fee title to any portion of the Approved Line Extension as may be required by District, including, but not limited to, all extensions, easements and facilities appurtenant thereto. District's acceptance of the line extension *shall not* be deemed to constitute in any manner whatsoever any assumption by the District of any of Applicant's liabilities or obligations incurred in connection with the construction and maintenance of the line extension, from all of which Applicant shall indemnify and hold District harmless.

Service. Upon completion of the Approved Line Extension, and acceptance thereof by the District, water and/or sewer service may be provided to Applicant, or Applicant's successors in interest then owning realty adjacent to the Approved Line Extension, only in conformity with all then existing rules, regulations and bylaws of District as duly and lawfully from time to time adopted and promulgated. It is expressly understood and agreed that nothing shall obligate District to provide water or sewer to any Applicant in contravention of District's then existing rules, regulations and bylaws nor shall District's approval of the Application or the acceptance of the Approved Line Extension obligate District to extend its services beyond the line extension or to any other project, improvement or future improvement undertaken by the Applicant.

No Pressure Pumps. Applicant understands and agrees that, in addition to compliance with all of District's construction standards, that no pressure pumps may ever be utilized in the withdrawal of water from any fire hydrant or riser which may ever be installed within or constitute a part of the Approved Line Extension.

Costs and Expenses. Applicant shall be solely responsible for payment or prompt reimbursement of all of District's direct expenses (legal, engineering and otherwise) incurred in the processing of any application and the completion and testing of any Approved Line Extension regardless of whether specified herein.

Costs of Enforcement. If any legal action is commenced for the enforcement of any provision of this Policy the successful or prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which the party is entitled.

Relationship of Parties. Nothing herein contained shall be deemed or construed to create, between the District and any applicant, a partnership or joint venture or any similar relationship.

No Third Party Beneficiaries. Nothing herein contained shall be deemed or construed to create any right or cause of action in or on behalf of, any person or entity other than the District and any applicant.

Compulsory Mediation. If a *bona fide* dispute arises out of or relates to this Policy, or any alleged breach hereof or any of an Applicant's obligations arising hereunder or by virtue of an Applicant's application, and if the dispute cannot be satisfactorily settled nor resolved by agreement, it shall be a **mandatory, condition precedent** to the institution of legal proceedings relating thereto (or any other dispute resolution procedure) that the aggrieved party shall first – by notice to the other party to the dispute – initiate a mediation. The parties hereto agree in such event to endeavor in good faith to settle any such dispute by a mediation administered by Dispute Resolution Consultants, Inc. or such other private mediation service provider to which the parties may mutually agree.

Binding Arbitration. If a *bona fide* dispute arises out of or relates to this Policy, or any alleged breach hereof or any of an Applicant's obligations arising hereunder or by virtue of an Applicant's application, and if the dispute is not satisfactorily resolved after resort to the compulsory mediation requirement herein above set forth, then any such dispute, controversy or claim **shall** be resolved by binding arbitration to be administered by the American Arbitration Association under its Commercial Arbitration rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration will be held as promptly as possible at such time and place within Tulsa County, Oklahoma, as the arbitrator(s) may determine and that Oklahoma law shall apply to the resolution of any dispute to be arbitrated hereunder. Further, the exclusive jurisdiction and venue of any litigation arising out of or relating to Policy shall be the District Court within and for Tulsa County, Oklahoma, or, if jurisdictional requirements are otherwise met, the United States District Court for the Northern District of Oklahoma.

ADOPTED BY THE DISTRICT'S BOARD OF DIRECTORS – February 15, 2020
AMENDED BY THE DISTRICT'S BOARD OF DIRECTORS – May 16, 2020

WATERLINE CONSTRUCTION SPECIFICATIONS

101 GENERAL

Water lines and appurtenances shall be constructed to the Oklahoma State Department of Environmental Quality Specs.

Specifications shall incorporate the provisions of the AWWA Standards and/or manufacturer recommended installation procedure.

102 TRENCHING

All trenches for water lines shall be dug in a uniform manner. No ditches shall have humps of dirt or rock and shall be left with a smooth bottom for sand bed.

103 BEDDING AND BACKFILL

A minimum of four (4) inches of uniformly spread sand or clean dirt shall be place in the bottom of all water line ditches before any water line pipe or pipe fittings are installed. The trench shall be back filled around the pipe with sand bedding. The height of sand bedding may be decreased to six (6) inches only with express permission of the District if remaining backfill material contains no clods or stones larger than three (3) inches in diameter and the material meets the approval of the District. Clean dirt may be used for fill material upon approval of the District.

104 WATER LINE DEPTH

Depth of the water line ditch shall be such that a minimum of 30” of cover is over the top of the pipe in all situations except that 24” will be allowed when the water line crosses under a drainage ditch.

105 WATER LINE MATERIAL AND SPECIFICATIONS

Water line material specifications on type, grade, pressure, and quality shall be as follows:

1. Polyvinyl chloride pressure pipe shall be PVC 1120. Pipe shall be SDR21-200 psi. Pipe shall conform to ASTM D2241; ASTM 1599 for short burst pressure test; ASTM 1598 for long term pressure test; pipe shall have elastomeric seals in bell end.
2. Water tap and service lines shall be tough tube with approved fittings only. All service lines shall be provided with an approved meter can and yoke.
3. All valves, tees, and bends shall be of D.I. mechanical joint type with 200 psi working pressure. All valves will have two (2) inch square operating nuts. All valves shall have an adjustable type valve box placed over the valve at the finished ground level. All flanges on tees and valves will be mega-lug. All MJ fittings will have mega-lug flanges.

4. Coated tracer wire must be attached to the waterline and two (2) inch wide detectable water tape must be installed on top of bedding twelve (12) inches above pipe level.
5. Pipe larger than two (2) inch that passes through a casing must be yellowmine pipe.

106 THRUST BLOCKS

All valves, tees, bends, and fire hydrants shall be blocked against a solid ditch bank wall with 3,000 pound per square inch, twenty-eight (28) day concrete.

107 DEAD END MAINS

All water main dead ends shall have an above ground flush hydrant with watch valve. All cul-de-sacs will be looped to avoid dead end lines.

108 TESTING AND DISINFECTING WATERLINES

Testing and disinfecting of water mains will be performed by the Contractor. The contractor shall provide all the water, labor, materials, and equipment required for testing and disinfecting. All water mains shall be tested in accordance with Standard Specifications for installation of Cast Iron Water Mains, AWWA Designation C-600. The pressure test of 150 psi shall be for thirty (30) minute duration. If the line passes the test without significant pressure drop, a leakage test shall be made at the normal operating pressure under which the line is to operate for a two (2) hour testing duration.

All leaks detected shall be repaired. Before being connected to the treated water system and before being placed in service, all mains shall be disinfected in accordance with Disinfecting Water Mains, AWWA Designation C-601.

109 WATER/SEWER LINE CROSSINGS

Sewers crossing water mains shall be laid to provide a minimum vertical distance of twenty-four (24) inches between the outside of the water main and the outside of the sewer. This shall be the case where the water main is either above or below the sewer. The crossing shall be arranged so that the sewer joints will be equidistant and as far as possible from the water main joints. Where a water main crosses under a sewer, adequate structural support shall be provided for the sewer to prevent damage to the water main. No sewer lines joint shall be less than ten (10) feet from a water line. No septic lines will be located within ten (10) feet of water main or service lines.

110 WATER LINE CASINGS

All casings required for water lines shall be equal to water pipe.

111 FIRE HYDRANTS

Fire hydrants shall be buried a minimum of three (3) feet below finished grade. Fire hydrants shall rest on a solid base consisting of a 4" x 18" x 16" concrete cap block. Concrete shall be poured behind the hydrant base against a solid ditch wall. Concrete blocking shall stay three (3) inches below the base flange of the hydrant so the hydrant barrel weep-holes will not be blocked. One (1) inch gravel shall be placed around the base flange and twelve (12) inches above the base flange of the hydrant. On all fire hydrant installations there shall be a six (6) inch valve placed just ahead of the hydrant in the water main. All fire hydrants shall be set to have a minimum clearance of eighteen (18) inches and a maximum clearance of thirty (30) inches from the finished grade to the bottom of the first hose connection. Hydrants will not be set on any line smaller than six (6) inches and subject to approval of the District.

All fire hydrants shall be two-way hydrants with two; 2.5" National Standard Thread Hose Nozzles with a 1.5" pentagon-operating nut (open left).

112 VALVES

112.01 GATE VALVES THREE (3) INCH OR LARGER IN SIZE

Except as modified or otherwise provided herein, AWWA C500 shall govern the design, component materials, construction, and manufacture of all gate valves three (3) inches or larger in size. Valves shall be Mueller resilient seat types.

Resilient seated gate valves shall be from body and shall be in accordance with AWWA C-509-80 or latest revisions thereof and shall have the following design features:

All valves shall have a working pressure of 200 psi and shall be hydrostatically tested from both directions and shell tested at 400 psi. In order to pass all tests there will be absolutely no leaking. The body, bonnet, and stuffing box shall be flanged together with ASTM A-307 Grade B bolts and nuts.

Stems shall be matched from modified manganese bronze rod with an integral forged thrust collar machined to size and shall be interchangeable with stems in existing double disc gate valves of the same size and manufacturer.

Stem seals shall be one "O" ring below the thrust collar forming a lubricant reservoir between to isolate and lubricate the thrust collars, bearing surfaces and "O" rings. An anti-friction washer shall also be placed above the thrust collar to further accommodate operating torque.

Valve discs shall have an integrally cast ASTM B-62 bronze stem nut to provide disc rigidity and a positive travel stop to prevent over compression of the resilient seat. The disc shall be open to flow on one side to prevent collection of corrosive products and debris.

All internal ferrous metal surfaces (machined or cast) shall be factory spray coated with a two component thermoset epoxy to a nominal thickness of 4 mil and the exterior shall be coated with asphalt varnish.

112.02 CHECK VALVES

Check valves shall be manufactured in conformity with all applicable requirements of AWWA C-500, relative to materials, minimum body thickness, valve ends, body seat rings, workmanship, painting, markings and testing.

Check valves, which are installed six (6) inch or larger pump discharge piping shall be of the unobstructed waterway, quick closing, spring-loaded type. Increasing check valves shall be M & H 60-SL or Rensselaer H-342. Equal end size check valves shall be M & H 60-SL, Mueller A2600-6-02 or Rensselaer H-341. Spring-loaded horizontal swing check valves shall be provided with stainless steel shafts, with both ends extending through bronze bushed bearings and outside stuffing boxes.

Unless otherwise specified, all other check valves three (3) inches or larger in size shall be flanged, iron body, horizontal swing type with all seats, seat rings, pins, bushings, and other parts subject to wear constructed of bronze. Check valves 2.5" or smaller shall be bronze regrinding horizontal swing check valves. Threaded end check valves shall be Cane 36, Fairbanks 0605, Jenkins 762-A, or OIC 236.

113 INSTALLATION OF WATER MAINS

Before excavation of the water supply trench is started, all intersecting sewer lines, house sewer lines, and sewer within ten (10) feet of the water line shall be located, mapped, and means taken to prevent discharge or waste into the trench. If any sewer is disturbed, it must be carefully restored immediately to a tight operating condition.

Pipe laying operations should be suspended during rains or whenever the trench cannot be kept waterless. A tight plug should be placed in the open end of a main at all times when work is not in progress.

MAINTENANCE BOND
(Line Extension)

WHEREAS, the undersigned, _____ (the “Applicant”) has submitted an Application for Approval of Line extension dated the _____ day of _____, _____, whereunder the name of the proposed Project is _____ ;

and

WHEREAS, the undersigned is required to maintain the Project for a period for twelve (12) months from and after the Acceptance Date and provide the District with a maintenance bond to insure Applicant’s performance of its maintenance obligations.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Applicant, having a mailing address of _____ as Principal and _____ as Surety, are jointly and severally, firmly held and bound unto Rural Water, Sewer and Solid Waste Management District No 20, Pittsburg County, Oklahoma (the “District”) in the sum of \$ _____, lawful money of the United States of America, same being the amount of the completed Project cost are as verified by the Applicant’s engineer, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition of this Bond is such that the said Principal and Surety herein names do hereby agree and bind themselves unto the District that the Project, including materials, workmanship and all work done under the aforesaid Application were such that the same shall endure without need of any repair whatsoever for a period of one (1) year from and after the formal

Acceptance of said Project by resolution of the District's Board of Directors that at the expense of said Principal/Applicant and/or Surety, that such Project shall be kept and maintained in good order and repair for a period of one (1) year as herein provided, and that all trenches, excavations or ditches that may sink or settle, shall promptly be filled without any notice being given, and that all breaks or failures occurring or arising from any cause whatsoever within said period of one (1) year, shall be promptly be repaired and at all times during the said period of one (1) year, maintained by said Principal/Applicant and/or Surety, without notice being given; and it being further agreed that upon the neglect, failure or refusal of the Principal/Applicant to make any needed repairs or backfills upon said project or any work connected therewith within ten (10) calendar days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at the address for notices set forth within its Application that said Principal/Applicant and Surety shall jointly and severally be liable to the District for the costs and expenses of making such repairs or backfills, or making good such defects or imperfections.

NOW THEREFORE, if the said Principal/Applicant and Surety shall faithfully and securely keep and perform all of the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times are herein provided.

All terms used herein shall have the meanings assigned thereto in the District's Line Extension Application and the District's Line Extension Policy.

Signed, sealed and delivered this _____ day of _____, 20____.

Applicant / Principal:

Surety:

By: _____

By: _____

Title: _____

Title: _____

and duly authorized agent.

and duly authorized agent and attorney-in-fact.

(ATTACH A CERTIFIED COPY OF THE SURETY'S AGENT'S POWER OF ATTORNEY)

SEWER LINE CONSTRUCTION SPECIFICATIONS

101 GENERAL

Sewer lines and appurtenances shall be constructed to the Oklahoma State Department of Environmental Quality Specs.